UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Ex parte HIROTOSHI MAEGAWA, HIDEYASU KARASAWA, and MASAHARU TAKANO

Appeal 2007-1720
Application 09/148,832
Technology Center 3600

Decided: July 3, 2007

Before HUBERT C. LORIN, LINDA E. HORNER, and ANTON W. FETTING, *Administrative Patent Judges*.

HORNER, *Administrative Patent Judge*.

DECISION ON APPEAL

STATEMENT OF THE CASE

Appellants seek our review under 35 U.S.C. § 134 of the Examiner's final rejection of claims 2-52, which is all of the pending claims. We have jurisdiction under 35 U.S.C. § 6(b) (2002).

SUMMARY OF DECISION

We AFFIRM.

THE INVENTION

Appellants' claimed invention is to a network system capable of distributing desired information in a desired format via the network (Specification 1:7-9). Claim 52, reproduced below, is representative of the subject matter on appeal.

> 52. A network system for suitably distributing any content as transactable product, comprising:
>
> one or more data server means and utilization means, and transaction management means comprised on the network system, wherein
>
> said data server means transmits to said data utilization means a data package (information package) which includes data relating to a transaction which is composed of content materials and/or references to content materials and the attribute data which define an attribute of said data relating to the transaction;
>
> said data server means produces the data package in which the data relating to the transaction and the attribute has a format defining a boundary in accordance with an attribute for the transaction and the scope of data to be used for the transaction, and supplies the produced

> data package to said utilization means through the network;
>
> said data utilization means receives the supplied data package, and utilizes the supplied data package in accordance with the boundary of the received data package; and
>
> said transaction management means perform processing relating to the transaction on the basis of the boundary of the package every time the data package is received said data utilization means.

THE REJECTION

The Examiner relies upon the following as evidence of unpatentability:

Ginter	US 5,892,900	Apr. 6, 1999

Appellants seek our review of the Examiner's rejection of claims 2-52 under 35 U.S.C. § 102(e) as anticipated by Ginter.

ISSUE

The issue before us is whether the disclosure of Ginter anticipates claims 2-52, and more particularly, whether Ginter's "rules and controls" use a format to set boundaries in accordance with attributes for a transaction and the scope of data to be used for the transaction.

FINDINGS OF FACT

The relevant facts include the following:

1. Ginter relates to "systems and techniques for secure transaction management," and to "computer-based and other electronic appliance-based technologies that help to ensure that information is accessed and/or otherwise used only in authorized ways." (Ginter, col. 1, ll. 9-14.)
2. Ginter also relates to "systems and methods for protecting rights of various participants in electronic commerce and other electronic or electronically-facilitated transactions." (Ginter, col. 1, ll. 17-20.)
3. Ginter discloses a "virtual distribution environment" (VDE) that secures, administers, and audits electronic information use (Ginter, col. 2, ll. 19-22). The VDE allows electronic arrangements to be created involving two or more parties including means for secure electronic content distribution (Ginter, col. 8, ll. 20-26).
4. Ginter discloses that the content may include "commercially distributed electronic information such as reference databases, movies, games, and advertising" (Ginter, col. 8, ll. 27-32).
5. Ginter discloses that the content creator, distributor, and/or client administrator can enforce control information for each property, which can determine, for example: (1) How and/or to whom electronic content can be provided; (2) How one or more objects and/or properties, or portions of an object or property, can be directly used; (3) How payment for usage of such content and/or content portions may or must be handled; and (4) How audit

information about usage information related to at least a portion of a property should be collected, reported, and/or used. (Ginter, col. 46, ll. 5-27).

6. Ginter also discloses the format of a generic logical object structure data package in Figure 17 (Ginter, col. 134, ll. 15-28), and discloses specific embodiments of this generic data package as applied to traveling objects (Figure 19), content objects (Figure 20), and smart objects (Figure 73).
7. Ginter discloses:

> The content portion of the object is typically divided into portions called data blocks 812. Data blocks 812 may contain any sort of electronic information, such as, "content," including computer programs, images, sound, VDE administration information, etc. The size and number of data blocks 812 may be selected by the creator of the property. Data blocks 812 need not all be the same size (size may be influenced by content usage, database format, operating system, security and/or other considerations). Security will be enhanced by using at least one key block 810 for each data block 812 in the object, although this is not required. Key blocks 810 may also span portions of a plurality of data blocks 812 in a consistent or pseudo-random manner. The spanning may provide additional security by applying one or more keys to fragmented or seemingly random pieces of content contained in an object 300, database, or other information entity.

(Ginter, col. 135, l. 59 – col. 136, l. 8.) As such, Ginter discloses a data package or "object" which contains data relating to the transaction (e.g., content material).

8. Ginter's object may also contain permission records (PERCs):

> Logical object structure 800 shown in FIG. 17 may also include one or more PERCs 808. PERCs 808 govern the use of an object 300, specifying methods or combinations of methods that must be used to access or otherwise use the object or its contents. The permission records 808 for an object may include key block(s) 810, which may store decryption keys for accessing the content of the encrypted content stored within the object 300.

(Ginter, col. 135, ll. 51-58.) As such, Ginter discloses a data package or "object" which contains attribute data (e.g., permission records).

9. The permission records within the objects describe the scope of the data that may be accessed and therefore the boundary of the data that is accessible.

10. Each of the Ginter's object types has a format that differs in size and content from one another. Further, each instance of each of these objects has variable content that results in its size and contents differing from other instances of the same object.

11. A different size implies a different boundary. The maximum boundary of the data is defined by the number of data blocks within the object, which would be implicit in the identification of the object provided in the header (Ginter, col. 135, ll. 20-24).

12. Thus, the type of object and the number of blocks are attributes for the transaction that affect the defined boundary.

PRINCIPLES OF LAW

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987), *cert. denied*, 484 U.S. 827 (1987).

ANALYSIS

Appellants contend Ginter does not anticipate the claimed invention because Ginter fails to disclose a data package having a format defining a boundary in accordance with an attribute for the transaction and the scope of data to be used for the transaction (Appeal Br. 19).

The Examiner found:

> Ginter does disclose a network system for suitably distributing any content as a transactable product along with, or even separate from, the rights and controls that specify how the content is to be used. Ginter's "rules and controls" also define not only access rights of users, but also uses a format to set boundaries in accordance with attributes for a transaction and the scope of data to be used for the transaction (Answer 10).

The Examiner pointed to Figure 19 (depicting the data structure of a traveling object) as an example of how Ginter's rules and controls (e.g. "boundaries") are specified using specific formats and structures (Answer 11).

Appellants admit that Ginter's "rules and controls" may be in the form of a "permissions record (PERC)" 808 which specifies the rights associated with the VDE object 300, e.g., who can open the container 302, who can use the object's

contents, who can distribute the object, and what other control mechanisms must be active (Appeal Br. 15). Appellants also admit that Ginter's traveling object structure 860 includes a permissions record (PERC) 808 within a private header 804 (Appeal Br. 16). Appellants argue, however, that Ginter does not disclose a predetermined information structure (or format) defining a boundary. Appellants argue that Ginter appears to merely disclose generally that a "rules and control" object may contain certain access control type data, and it does not provide a predetermined structure or format for embedding such data (Reply Br. 7). We disagree.

The object data structure of Ginter is equivalent to the claimed "data package" because the data residing in the object/data package is composed of data relating to the transaction, such as content materials (FF 7), and attribute data for the transaction such as permission records (FF 8). The permission records within the objects describe the scope of the data that may be accessed and therefore the boundary of the data that is accessible (FF 9). Further, Ginter's data package has a format, e.g., the object data structure of Figures 17, 19, 20, and 73 (FF 6). Each of Ginter's object types has a format that differs in size and content from one another and has variable content that results in its size and contents differing from other instances of the same object (FF 10). A different size implies a different boundary (FF 11). Thus, the type of object and the number of data blocks in the object are attributes for the transaction that affect the defined boundary (FF 12). Accordingly, Ginter discloses a "data package in which the data relating to the transaction and the attribute has a format defining a boundary in accordance with

an attribute for the transaction and a reference to the scope of the data to be used for the transaction.

CONCLUSIONS OF LAW

We conclude that Appellants have failed to show that the Examiner erred in rejecting claims 2-52 as anticipated by Ginter.

DECISION

The decision of the Examiner to reject claims 2-52 is affirmed.

No time period for taking any subsequent action in connection with this appeal may be extended under 37 C.F.R. § 1.136(a). *See* 37 C.F.R. § 1.136(a)(1)(iv) (2006).

AFFIRMED

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